

EMPLOYMENT CONTRACT BETWEEN

THE TOWN OF NORTH ANDOVER

AND

CHIEF CHARLES GRAY

On this 25th day of April, 2016, the Town of North Andover, a municipal corporation with a business address of 120 Main Street, North Andover, Massachusetts, (hereinafter the "Town") by the Board of Selectmen, Town Manager and Chief Charles Gray (hereinafter the "Chief" or "Chief of Police") enter into the following contract pursuant to Massachusetts General Laws Chapter 41, Section 108O, as amended.

WHEREAS, the Town is desirous of securing the services of the Chief in the administration of the North Andover Police Department (hereinafter the "Department"); and

WHEREAS, the Chief wishes to perform the duties of the position of the Chief of Police as provided herein and subject hereto;

NOW, THEREFORE, the Town and the Chief hereby and hereinafter agree to the following terms and conditions as stated herein and subject to the statutory references that shall be incorporated into this Contract.

1. EMPLOYMENT

The Town hereby and hereafter employs the Chief pursuant to and in accordance with Chapter 41, Section 97A of the Massachusetts General Laws, as amended.

2. TERM

a. The initial term of this Contract shall be for an initial 3- year term commencing on July 1, 2016 and ending on June 30, 2019. However, this Contract may be extended as provided by its terms.

b. The terms of this agreement will remain in effect until a new agreement is negotiated.

3. COMPENSATION

a. The Town shall pay the Police Chief the sum of One Hundred Thirty-Three Thousand Dollars (\$133,000.00) as an initial salary, which shall be inclusive of

educational pay / career incentive pay, and holiday pay. After the expiration of the first six (6) months of the term of this Contract, the Police Chief shall receive a salary increase of 3%.

- b. After the initial year of this Contract, and on each succeeding year of this Contract, the Chief shall receive at least the same percentage salarywage increase given to any of the regular police officers of any rank of the Town. The Chief shall receive such merit increases or salary adjustments as may be made at the discretion of the Town Manager based on the Chief's annual performance evaluation and subject to appropriation.
- c. Unless otherwise modified by this Employment Contract, all provisions of the Town's Personnel Policy, as currently written or as may be amended in the future, shall apply to the position of Police Chief.

4. **BENEFITS**

In addition to the foregoing, the Chief shall receive, and be entitled to, the following benefits:

- a. Clothing Allowance: The Chief shall receive an annual allowance of Eight Hundred Dollars (\$800.00) each fiscal year for the purchase and maintenance of uniforms and necessary non-uniform work clothing. Payment shall be made in the first bi-weekly check issued in August of each fiscal year. Any expenses arising from any change in the prescribed uniform shall be borne by the Town and shall not be attributable to the clothing allowance. The Chief shall not be eligible for a clothing allowance when he is terminated as a result of disciplinary action, layoff or when a notice of retirement has been filed with the Essex County Retirement Board.
- b. Injured on Duty Benefits: As a sworn police officer, the Chief shall be eligible for injured on duty benefits as provided by Massachusetts General Laws, Chapter 41, Section 111F. At the Town's request, the Chief will attend and cooperate fully with an evaluation by a Town physician to determine his eligibility for benefits under M.G.L. c. 41, § 111F or to otherwise determine his fitness for duty.
- c. Retirement Benefits: As a sworn police officer, the Chief shall be entitled to retirement benefits under Massachusetts General Laws, Chapter 32.
- d. Deferred Compensation: The Town agrees to contribute \$2,000 per year to be used for the Chiefs participation in the Town's Section 457 Plan, a variable annuity purchased by the POLICE CHIEF for his benefit, or any like deferred compensation program of the POLICE CHIEF's choice. The POLICE

CHIEF may also elect to make a contribution on an annual basis from his salary or from sources outside his salary. This benefit shall be payable between October 1 and December 31 of each year and processed in accordance with the POLICE CHIEF's written request to the Town.

5. **DUTIES**

- a. The head of the Police Department for the Town shall be the Chief of Police. The Chief shall be responsible to the Town Manager under applicable Massachusetts General Laws and the Town's General Bylaws, to the extent that same may affect the operation of the Police Department, the Police Department Rules and Regulations and the Town Charter.
- b. The Chief shall have administrative control of the Police Department and civilian dispatch center in his position as Chief of Police. The Chief agrees to perform such duties usually associated with the position of Chief of Police as provided in Massachusetts General Laws, the General Bylaws of the Town, the Police Department's Rules and Regulations and the Town Charter, such duties to include, without limitation, the following:
 - i. Maintaining adequate public safety in the Town;
 - ii. Supervising the daily operations of the Department;
 - iii. Supervising and directing all Department personnel;
 - iv. Preparing and submitting the Department budget;
 - v. Keeping the Town Manager advised of Department matters;
 - vi. Submitting reports to the Town either orally or in writing when requested or required in order to ensure the proper communication between the Town and the Department;
 - vii. Being responsible for all Departmental expenditures, as well as the receipt of funds and property in the custody of the Department;
 - viii. Being responsible for all Department property in custody of the Department;
 - ix. Supervising and controlling of all Department equipment and motor vehicles belonging to or used by the Department;
 - x. Establishing weapons, ammunition, uniforms, equipment and vehicle specifications for the Department;

- xi. Being in charge of all special, auxiliary and/or intermittent police officers;
- xii. Serving as Keeper of the Lockup (M.G.L. Ch. 40, s. 35);
- xiii. Supervising and controlling all training programs for Department personnel and the assignment of personnel to such programs;
- xiv. Maintaining the discipline of Department personnel; issuing orders, rules, regulations, policies and procedures; and assigning of all Departmental personnel to shifts and duties;
- xv. Being available for hearings before any Board of the Town at which the Chief is requested to appear and before the Town Meeting when necessary;
- xvi. Planning, organizing, directing, staffing and coordinating Police operations;
- xvii. Communicating with the public, including the media, on matters related to crime, police operations and Department policy;
- xviii. Being responsible for the proper training and qualification of personnel for duty;
- xix. Maintaining adequate books and records for the Department in such detail to furnish all information necessary for the operation of the Department and to permit analysis and report;
- xx. Coordinating with other Town Departments' non-law enforcement activities as appropriate; and
- xxi. Being responsible for such other reasonable duties as requested by the Town Manager, either directly or through the Board of Selectmen, or other such reasonable duties as are consistent with the duties of a Police Chief and as may be required in accordance with the state and federal law, the Town's By-laws, the Police Department Rules and Regulations and the Town Charter.

6. **HOURS OF WORK**

- a. The Chief shall devote that amount of time and energy reasonably necessary to faithfully perform the duties of the Chief of Police under this Contract.

- b. It is recognized that the Chief must devote a great deal of time outside normal office hours to conduct the business of the Town. The Chief, therefore, shall be allowed to alter his schedule as he deems appropriate during said normal office hours, and at such times that will least adversely impact Department operations provided that the Chief shall first give notice to the Town Manager.
- c. For the purposes of the Fair Labor and Standards Act, the Chief shall be an exempt employee.

7. **INDEMNIFICATION**

To the extent provided by law, the Town agrees to defend, save harmless and indemnify the Chief against any claim, demand, suit or judgment, whether groundless or otherwise arising by reason of any act or omission, except any intentional violation of civil rights of any person, if such act or omission takes place when the Chief was acting within the scope of his official duties or employment. The Town may compromise and settle any claim or suit for which the Chief is indemnified, and pay the amount of any settlement or judgment rendered thereon. This provision shall survive any termination of this agreement with respect to acts or omissions while serving as the Chief.

The Chief agrees to promptly notify the Town of any such claim and to cooperate fully with Counsel designated by the Town to handle such claim. This section shall not obligate the Town to provide a defense, save harmless or indemnify the Chief if he fails to provide the Town with prompt and timely notice of a claim for which he seeks coverage under this section. For purposes of this section, the Chief shall provide "prompt and timely notice of a claim" to the Town within ten (10) days of his receipt of such claim.

Notwithstanding the above, no indemnification is available for any potential disciplinary hearing or disciplinary action by the Board of Selectmen and/or Town Manager. Further, the Town shall not indemnify the Chief in connection with any claim, complaint, demand or other legal action brought by the Chief against the Town or any Town official, board or employee.

8. **INSURANCE**

a. **Professional Liability Insurance**

The Town agrees to furnish at its own expense, professional liability insurance for the Chief with liability limits of not less than ONE MILLION (\$1,000,000.00) DOLLARS.

b. Miscellaneous Insurance

The Chief of Police shall be eligible for all health and life insurance benefits for which other non-bargaining unit, general government employees are eligible. The Town agrees to contribute towards the cost of such insurance programs an amount or percentage not less than the highest applicable amount or percentage available to officers of any rank of the Police Department.

9. DEATH DURING TERM OF EMPLOYMENT

If the Chief dies during the term of his employment, the Town shall pay to the Chief's estate all the compensation which would otherwise be payable to the Chief up to the date of the Chief's death, including, but not limited to, unused vacation days.

10. DUES AND SUBSCRIPTIONS

The Town agrees to budget for and pay, an appropriate amount for the professional dues and subscriptions of the Chief for his continued and full participation in national, regional, state and local associations and organizations necessary and desirable for his continued professional growth and advancement and for the good of the Town, including but not limited to the International Association of Chiefs of Police, the Police Executive Research Forum, the New England Police Chiefs Association, the Massachusetts Police Chiefs Association and the applicable regional Massachusetts Police Chiefs Association.

11. AUTOMOBILE

The Town shall provide a police vehicle for use by the Chief of Police and pay for all attendant operating and maintenance expenses and insurance. Said vehicle is to be used by the Chief of Police in connection with the performance of his/her duties as Chief of Police, and for his/her professional growth and development. The vehicle may be used by the Chief for personal reasons, since the Chief is "on call" in the event of an emergency. The vehicle will not, however, be used for out-of-state vacations without the permission of the employer.

12. PROFESSIONAL DEVELOPMENT

The Town recognizes its obligations to the professional development of the Chief and shall give the Chief adequate opportunities to develop his skills and abilities as a

law enforcement administrator. Accordingly, the Chief shall be allowed to attend the New England Chiefs of Police Conference and the International Association of Chiefs of Police Conference each year without loss of vacation or other leave, and shall be reimbursed by the Town for all expenses (including travel expenses) incurred while attending or traveling to the aforementioned conferences, subject to funding availability, although the Town Manager and the Board of Selectmen agree that they shall budget for and support the appropriation of such expenses. Additionally, the Town shall pay for the Chief's travel and subsistence expenses for short courses, institutes and seminars that, in his reasonable judgment, are necessary for his professional development. The Town Manager and the Board of Selectmen agree that they shall budget for and support the appropriation of such expenses, up to \$3,000.00 annually.

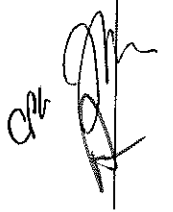
13. **DISCIPLINE OR DISCHARGE FOR JUST CAUSE**

- a. It is agreed that the Chief may be disciplined, discharged or not reappointed only for just cause, upon proper notice and only after a hearing before the Board of Selectmen at which the Chief shall have the right to be represented by counsel of his choosing. The term "proper notice" as it appears in this section means that written notice of the hearing must be given to the Chief at least ten (10) business days prior to the date of the hearing and must set forth the following: (i) the date, time and location of the hearing; (ii) the reason for the hearing; (iii) the charges alleged; and (iv) the range of discipline considered. The Chief shall have the option of choosing whether or not any such hearing shall be closed to the public or be held as an open or public hearing. The principles of progressive discipline will apply and the Town recognizes its obligation to provide the Chief with periodic performance evaluations.
- b. The Chief may appeal any decision of the Board to: (i) the district court wherein the Chief resides; or (ii) any superior court having jurisdiction. Each of the aforementioned courts shall have jurisdiction of any petition for writ of mandamus for reinstatement of the Chief if he alleges that he has been improperly suspended or discharged.

14. **RESIGNATION / TERMINATION**

a. **Voluntary Resignation**

In the event the Chief intends to resign voluntarily before the natural expiration of any term of employment, then the Chief shall give the Town thirty (30) days written notice in advance, unless the parties otherwise agree in writing. Provided such notice is given, the Chief will be entitled to receive pay for any unused vacation leave.

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b. Involuntary Resignation / Termination Other Than for Just Cause

In the event the Chief is not reappointed or is otherwise terminated by the Town for any reason other than for just cause, or in the event the Chief resigns following a formal suggestion by the Town that he/she resign before the expiration of the then applicable term of employment, the Town agrees to pay the Chief a lump sum severance payment equal to the balance of any term of appointment but in no event less than twelve (12) months' salary and benefits.

15. PERFORMANCE EVALUATIONS

The Town Manager shall perform an annual performance evaluation of the Chief during each year of this Contract. Said review and evaluation shall be based on the goals and objectives developed jointly by the Town Manager and the Chief in the preceding year's performance evaluation. Further, the Town Manager shall provide the Chief with a written statement of the evaluation findings of the Town Manager and shall provide an adequate opportunity for the Chief to discuss his evaluation with the Town Manager. In the event that the Chief disputes any portion of the performance evaluation, the Chief shall be permitted to make a notation on the evaluation of the dispute, which shall remain a permanent part of the performance evaluation, unless otherwise mutually agreed upon by the Chief and Town Manager.

16. AMENDMENTS / MODIFICATION

No amendment or modification of this Contract shall be valid unless it shall be in writing and signed by both Parties.

17. NO REDUCTION OF BENEFITS

The Town agrees that the Town shall not at any time during this Contract reduce the salary, compensation or other benefits of the Chief, except to the extent that such reduction is evenly applied across-the-board for all non-union department heads in the Town.

18. LAW GOVERNING

This Contract shall be construed and governed by the laws of the Commonwealth of Massachusetts.

19. SEVERABILITY OF PROVISIONS

If any provision of this Contract is declared or found to be illegal, unenforceable, or void by a court of competent jurisdiction, then both Parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

20. ENTIRE AGREEMENT

The Parties executing this Contract agree that the recitals herein constitute the entire agreement between the parties. No other agreement, including any other written, oral or other agreement, will be considered to exist or to bind the parties to this Agreement. No representative of any party to this Contract, had, or has any authority to make any representation or promise not contained in this Contract, and each of the parties to this Contract acknowledges that such party has not executed this Contract in reliance upon any such representation or promise.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract as of the date first above written.

For the Town of North Andover
By the Town Manager

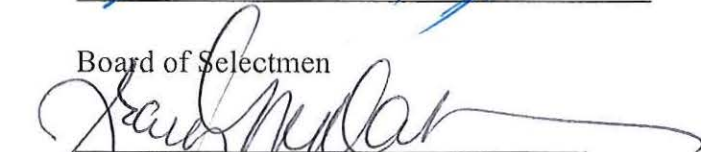


For the Chief of Police

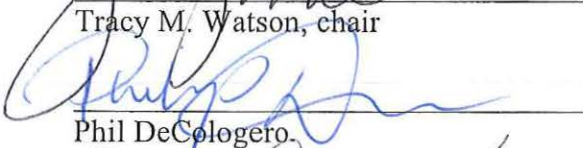


Charles P. Gray

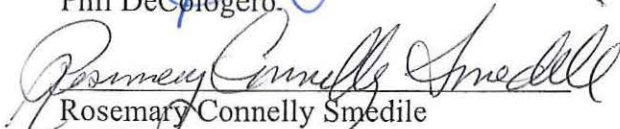
Board of Selectmen



Tracy M. Watson, chair



Phil DeCologero



Rosemary Connelly Smedile



Donald Stewart



Richard M. Vaillancourt

